

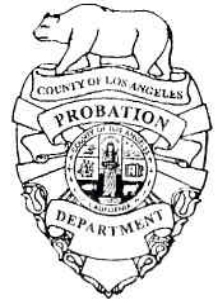


ROBERT B. TAYLOR  
Chief Probation Officer

## COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CA 90242

(562) 940 – 2501



March 10, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

### **APPROVAL OF A STANDARDIZED AGREEMENT TO PROVIDE EDUCATIONAL COURSES THROUGH THE COUNTY OF LOS ANGELES PROBATION'S TRAINING PROGRAM**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

#### **SUBJECT:**

The County of Los Angeles Probation Department (Probation) is requesting that your Board approve a standardized agreement with the Los Angeles Community College District (District) to provide educational courses through Probation's training program.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Chief Probation Officer to finalize and execute the attached standardized agreement between Probation and the District to provide educational courses through Probation's training program.
2. Authorize the Chief Probation Officer to negotiate and execute agreements with other community college districts, upon approval as to form by County Counsel.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDATION ACTION**

The purpose of the recommended actions is to obtain approval of a standardized agreement between Probation and the District for educational course delivery, and to

authorize the Chief Probation Officer to negotiate and execute similar agreements with other community college districts.

Multiple challenges are making it increasingly difficult to provide highly skilled and effective Probation training to prepare staff to work effectively with the diverse communities located throughout the county. At a time when additional resources are needed for Probation training, and greater expectations are emerging to maximize service delivery strategies, fewer training resources are available both locally and statewide.

Probation will conduct educational courses that are offered through the District and designed for entry level and advanced Probation personnel. Some examples of the courses that will be offered are Motivational Interviewing, Core Correctional Practices, and Level of Service Case Management.

#### Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal #1: Service Excellence: Provide public with quality information and service that are both beneficial and responsive; and Goal #4: Fiscal Responsibility: Strengthen the County's fiscal capacity.

#### **FISCAL IMPACT/FINANCING**

The District will pay Probation a portion of their community college instructional hours in the amount of \$3.50 per student instructional hour for Probation training courses. The Department estimates that the agreement will generate \$100,000 in revenue for the remainder of FY 2008-09 and \$400,000 for a full fiscal year. The actual amount of revenue will depend on the number of trainings that occur and the number of course participants.

Probation will create a Special Training Fund to accumulate revenue generated from this agreement. No additional net County cost is needed.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The agreement with the District will allow Probation to receive revenue from the District for continuing educational courses conducted at Probation and District training locations. The agreement is also anticipated to initiate consideration of additional partnerships with other community colleges, diversifying Probation's providers. The agreement will also create opportunity for a training program that is closer to being

The Honorable Board of Supervisors  
March 10, 2009  
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fiscally self sustaining by reducing reliance on net County cost and the annual struggle with dependence upon State training funds.

The attached standardized agreement will commence following Board approval through June 30, 2009 and is renewable from year-to-year by written agreement between the District and Probation. The monetary value to Probation is estimated at \$400,000 annually, depending upon the number of course participants.

### **IMPACT ON CURRENT SERVICES**

The agreement will generate a new revenue source to reduce existing appropriation burdens that are not specifically budgeted.

### **CONCLUSION**

Upon approval by your Board, it is requested that the Executive Officer/Clerk of the Board send the adopted Board Letter to:

Probation Department  
Contracts and Grants Management Division  
Attention: Tasha Howard, Director  
9150 E. Imperial Hwy  
Downey, CA 90242

Respectfully submitted,



Robert B. Taylor  
Chief Probation Officer

RBT:TH:ds

Attachment

c: Chief Executive Office  
County Counsel



**AGREEMENT**  
**BY AND BETWEEN THE**  
**COUNTY OF LOS ANGELES PROBATION DEPARTMENT**  
**AND**  
**THE LOS ANGELES COMMUNITY COLLEGE DISTRICT**  
**ON BEHALF OF NAME OF COLLEGE**

This Agreement is made and entered into on \_\_\_\_\_ by and between the Los Angeles County Probation Department (hereafter referred to as the Probation Department) and the Los Angeles Community College District (hereafter referred to as the District) on behalf of **Name of College** (hereafter referred to as the College), to provide a District approved educational course by s College through the Los Angeles County Probation Department training program.

Witnesseth:

WHEREAS, The Probation Department conducts training programs designed for entry level and advanced probation personnel; and

WHEREAS, the continuing educational training courses are approved for college credits through the District;

WHEREAS, the College is an accredited, educational institution empowered to grant college credits for approved educational training courses;

NOW THEREFORE, the parties hereto, for the mutual covenants set forth below, agree as follows:

**A. RESPONSIBILITIES OF THE COLLEGE**

1. The College is responsible for the educational program conducted under the terms of this Agreement. The course of instruction to be taught under this Agreement is listed in Attachment A. The Probation Department and the District may agree to provide additional courses pursuant to terms of this Agreement as the need arises.
2. The College shall offer, at locations agreed upon by the Probation Department and the College, and consistent with the terms of Section B of this Agreement, mutually agreed upon and approved educational courses to meet the needs of the Probation Department Training Program. These locations will be provided by

the College and shall be open to the public while the courses being offered by the District are in session.

3. College degree and certificate programs have been approved by the State Chancellor's Office and the courses that make up the program are part of the approved curriculum of the College
4. The College shall assist the Probation Department in student registration procedures, associated paperwork, and other support services to adequately manage and control its course curriculum. All students shall be processed and registered in accordance with District procedures as outlined in the College catalog to conform to State/District guidelines. The Probation Department shall be required to pay registration fees for Probation students only at the rate established by the State for each enrolled student. Class hours, supervision, evaluation of course content and curriculum, and withdrawal of students shall be consistent with District approved policies regarding all courses.
5. The District shall employ all instructors consistent with requirements of the California Code of Regulations on a non-compensated basis. The District retains the primary right to select, assign, and direct the instructional activities of any instructor employed by the District under the terms of this Agreement.
6. Instruction to be claimed for State apportionment will be under the immediate supervision and control of an employee of the District who has met the minimum qualifications for instruction in the subjects to be taught under the terms of this Agreement in accordance with Title 5 of the California Code of Regulation. The minimum qualifications shall be those designated by the District. Minimum qualifications are within the purview of the Academic Senate and may be subject to change. The current minimum qualifications are listed in Attachment B.
7. Where the instructor is not a paid employee of the District, the District shall have a written agreement (Attachment C) with each instructor conducting instruction for which State apportionment is to be collected. The agreement between the District and each instructor shall state that the District has the primary right to control and direct the instructional activities of the instructor.
8. The College shall approve the selection of course instructors, professional experts, and facilitators and evaluate the quality of instruction to ensure the needs of the students are met and the accreditation requirements of the College are satisfied.
9. The College reserves the right to inspect any records maintained by the Probation Department concerning the implementation of the terms of this Agreement.



10. If any course under the terms of this Agreement is held outside District boundaries, the District shall comply with the requirements of Section 55230-55232 of Title 5 of the California Code of Regulations regarding approval by adjoining high schools or community college districts and use of non-District facilities.

B. RESPONSIBILITIES OF THE PROBATION DEPARTMENT

1. In exchange for the services and payment provided by the District to the Probation Department under the terms of this Agreement, the Probation Department shall provide to the College services and equipment which includes, but is not limited to, instructors, professional experts, facilitators, support staff, educational and specialized equipment, materials, day to day management support, and all other related services and overhead necessary to implement to terms of this Agreement.
2. The Probation Department will maintain records of attendance and achievement. Records will be open at all times to officials of the College and submitted on a developed schedule.
3. The Probation Department shall provide a line-of-sight instructor of record who shall be a non-compensated employee of the District and who shall meet all the District minimum qualifications for faculty teaching in the Probation Training Program.
4. All instructional materials provided by the Probation Department to students will be at no additional cost to students enrolled in the course in connection with this Agreement. To the extent that charges will be made for student instructional materials, the charges must be in compliance with Education Code section 76365, 5 California Code of Regulations sections 59400 et seq., LACCD Board Rule 6415 and LACCD Administrative Regulation E-80.

C. JOINT RESPONSIBILITIES OF THE PROBATION DEPARTMENT AND THE COLLEGE

1. The Probation Department and the College shall each work in good faith to implement this Agreement, and shall use its best efforts to resolve any disputes informally.
2. The Probation Department shall coordinate with the College to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to the State of California mandated standards governing instructional programs.

3. The Probation Department will offer the college the opportunity to support all Probation Department Training programs within College's geographical boundaries including "In-Service Training" or continuing education, which the Probation Department deems suitable for College affiliation and College certificates. The College agrees that the Probation Department may affiliate with other community colleges for courses for which the College declines affiliation.
4. College courses conducted under the terms of this Agreement must be identified as being open to the general public. The college shall allow any person who has been admitted to the College and who has met the applicable prerequisites to enroll in courses taught under the terms of this Agreement in accordance with State law. The District policy on open enrollment is published in the College catalogue and schedule of classes, along with a description of the courses offered under the terms of this Agreement and information about whether the courses are offered for credit and are transferable.

A student requesting registration in the Probation Departments Training Program courses would first need to complete the prerequisites that are required for each course. In order for the District to claim apportionment for a student in a particular course and in order for the student's attendance to qualify for payment under the terms of this Agreement, the student must be enrolled in the course through the College.

5. The College and the Probation Department will ensure that ancillary and support services, such as counseling and job placement, are provided for the students enrolled in courses under the Agreement.

#### D. PAYMENT FOR SERVICES

The District will pay the Probation Department based on Student instructional hours (weekly student contact hours-WSCH or full-time equivalent students-FTES) in accordance with State guidelines. In consideration for the services provided here- under, the District shall pay the Probation Department \$3.50 per student instructional hour that is eligible for State general apportionment. If the State-established registration fee is other than \$20.00 per unit, payments will reflect a pro rata adjustment per student instructional hour for student registration fees based on the change to the rate established by the State. If no compensation is paid by the State to the District, the District will not be obligated to pay the Probation Department. If the District is paid apportionment on a pro rata basis by the State, this apportionment shall be applied directly to the Probation Department.



#### E. PAYMENT

All payments by the District under this Agreement shall be subject to verification by the Probation Department and other appropriate State of California agencies. Classes offered under this Agreement which do not meet State requirements or District policy shall not be considered when computing the payment under this Agreement.

The District shall pay the Probation Department upon submission of a valid invoice as follows:

1. An initial payment will be made on February 15<sup>th</sup> of each year based on the number of courses taught during the preceding six-month period.
2. Final payment shall be made approximately 45 days after the receipt of funds from the State. Source data and associated developmental documentation that support the number of students taught will be presented to the Probation Department.

#### F. CERTIFICATIONS

3. The District certifies that it does not receive full compensation for the direct educational costs of this course from any public or private agency, individual or group.
4. The Probation Department certifies that the instructional activity to be conducted under the terms of this Agreement will not be fully funded by other sources in accordance with Education Code section 84752.

#### G. INDEMNIFICATION

1. The Probation Department agrees to defend, indemnify and hold harmless the District, its Board of Trustees, officers, employees, representatives and agents from every action, claim or demand which may be made in connection with the subject matter of this Agreement and/or by reason of the actions or omissions of the Probation Department, officers, employees, representatives and agents.
2. The District agrees to defend, indemnify and hold harmless the Probation Department, its officers, employees, representatives and agents from every action, claim or demand which may be made in connection with the subject matter of this Agreement and/or by reason of the actions or omissions of the District, its Board of Trustees, officers, employees, representatives and agents.



#### H. INSURANCE

Each party agrees it will maintain a program of commercial or self insurance coverage to satisfy its indemnity obligations, including workers' compensation, with limits of not less than \$1 million for each occurrence. Certification of insurance may be provided upon request.

#### I. VALIDITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

#### J. EXTENSION, MODIFICATIONS AND TERMINATION

This Agreement shall be for a period of \_\_\_\_\_ and terminating on \_\_\_\_\_. This agreement may be extended from year to year as mutually agreed upon by both parties.

The District's Board of Trustees would need to approve any extension of this Agreement. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least sixty (60) days prior to the date specified for such termination.

In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other party accruing prior to the date of such termination. Each party shall be released from all obligations or performance that would otherwise accrue subsequent to the date of such termination. Neither party shall incur any liability to the other by reason of such termination.

#### K. AUTHORITY OF THE CHIEF

The Chief of Probation, or its designee, shall have full authority to administer this Agreement on behalf of the Probation Department. This includes, but not limited to the right to terminate, amend, extend, modify or alter specific terms of the Agreement in accordance with the terms set forth in this Agreement. The Chief of Probation shall have full access and authority to audit all pertinent records concerning this Agreement.

#### L. NOTICES

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage prepaid to the following address:

##### COUNTY OF LOS ANGELES PROBATION DEPARTMENT

Attention: Robert Taylor, Chief

County of Los Angeles Probation Department

9150 East Imperial Highway

Downey, CA 90242-9986

##### LOS ANGELES COMMUNITY COLLEGE DISTRICT

Attention: **Name of Contact**

Los Angeles Community College District

770 Wilshire Boulevard

Los Angeles, CA 90017-3856

Name of College:

Attention:

#### M. WAIVER

No waiver of any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement including a subsequent breach of the same provision.

#### N. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California.

#### O. AGREEMENT

This document constitutes the entire Agreement between the parties. This agreement may not be altered or modified except by the express written consent of the Probation Department, the College and the District. Each party acknowledges there are no other provisions or presentations that have not been incorporated into this Agreement. The Probation Department acknowledges that changes to any provision of this Agreement can only be made by action of the Board of Trustees.



IN WITNESS WHEREOF, the Probation Department and the District for the College enter into this Agreement as of the day, month, and year first written above.

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

\_\_\_\_\_  
BY: Robert Taylor, Chief of Probation

\_\_\_\_\_  
DATE

**LOS ANGELES COMMUNITY DISTRICT:**

\_\_\_\_\_  
BY: **Name of Contact**  
Contracts and Purchasing Manager

\_\_\_\_\_  
DATE

**NAME OF COLLEGE:**

\_\_\_\_\_  
BY:  
Title:

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**  
**RAYMOND G. FORNTER JR.**  
County Counsel

By: \_\_\_\_\_  
Gordon W. Trask  
Principal Deputy

Date: \_\_\_\_\_

## **Attachment A**

The following course(s) are currently offered under this Agreement. This list of course(s) is subject to change for each semester of instruction, with courses added to, and/or deleted from, this list. All such changes shall be made upon mutual consent of the Los Angeles County Probation Department and the Los Angeles Community College District on behalf of Name of College.

Courses for Probation:



## **Attachment B**

Instructor minimum qualifications to teach courses under the terms of this Agreement are as follows:

Attachment C

AGREEMENT FOR INSTRUCTIONAL SERVICES

THIS AGREEMENT FOR INSTRUCTIONAL SERVICES (HEREINAFTER REFERRED TO AS "AGREEMENT") IS MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008 BY AND BETWEEN

Los Angeles Community College District  
770 Wilshire Boulevard  
Los Angeles, California 90017  
Designated Representative:

Hereinafter referred to "District", and

Los Angeles County Probation  
9150 East Imperial Highway  
Downey, CA 90242  
Designated Representative:

Hereinafter referred to as "Agency", and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereinafter referred to as "Instructor".

RECITALS

WHEREAS, the District and Agency entered into an agreement to provide classes to Agency employees subject to the terms and conditions set forth in the agreement between the District and Agency; and,

WHEREAS, Title 5, California Code of Regulations, Section 58056 requires on-site instructional supervision to collect State apportionment for classes offered by the District in cooperation with Agency;

WHEREAS, Agency has duly qualified employees who can competently provide supervisory services with regard to instruction for classes offered by the District in cooperation with Agency; and,

WHEREAS, the Instructor agrees to be assigned to the District as an at-will and uncompensated temporary academic employee of the District to competently provide instructional services with regard to instruction for classes offered by the District in cooperation with Agency; and,

WHEREAS, the authority for this Agreement includes Title 5, California Code of Regulations, Section 58058(b);



NOW THEREFORE, the parties to this Agreement hereby agree as follows:

1. The Instructor is an employee of Agency who meets the "Minimum Qualifications" as provided under Title 5, California Code of Regulations, Section 53410 for the on-site supervisory services required by the District.
2. The Instructor is professionally and specially trained and competent to provide the on-site supervisory services required by the District.
3. While the Instructor is performing the required supervisory services for the District, the Instructor shall be under the direct control and direction of the District and shall be a temporary academic employee of the District. The District retains the PRIMARY right to select, assign and direct the instructional activities of the Instructor.
4. The Instructor shall be an at-will and uncompensated temporary academic employee of the District during the hours of assignment to the District. The District may request at any time that Agency change the Instructor if the District determines that the Instructor is not performing to District standards.
5. The Instructor shall maintain records of student achievement and attendance. Records shall be open for review at all times by officials of the District and submitted on a schedule developed by the District.
6. The Instructor's responsibilities and duties as an employee of the District shall include, but are not limited to, the following:
  - a. The Instructor shall provide immediate supervision and control of all students enrolled in the courses taught by the Instructor as provided under Title 5, California Code of Regulations, Section 58056.
  - b. The Instructor shall be responsible for teaching the courses assigned by the District pursuant to the Agreement between the District and Agency.
  - c. The Instructor shall ensure that training is expended in full compliance with the course objectives as determined by the District.
  - d. The Instructor shall ensure the safety and well-being of students.
  - e. The Instructor shall maintain continued physical presence at the work place assigned by the District during all hours of the assignment as an employee of the District.
  - f. The Instructor shall not be assigned to any other duties during the instructional activity for which attendance is being claimed by the District.

- g. The Instructor shall ensure the accuracy of all information on all timesheets of technical officers and facilitators, as applicable.
  - h. The Instructor shall ensure the immediate notification to the designated District representative of a student drop date.
  - i. The Instructor shall ensure the proper and timely assignment, scheduling and notification of facilitators, as applicable.
  - j. The Instructor shall ensure the complete, accurate and timely evaluation of facilitators, as applicable.
  - k. The Instructor shall ensure regular attendance at periodic staff meetings with the District employee who serves as the District's representative.
  - l. The Instructor shall ensure that all handouts prepared or utilized for instruction are appropriate by submitting them to the District's representative for approval.
  - m. The Instructor shall ensure that daily student attendance records are accurate and current.
  - n. The Instructor shall ensure the effective use of instructional methods, technology, testing and remediation.
  - o. The Instructor shall ensure the accurate calculation of final student grades and the prompt submission of grades to the District's representative within two weeks of course completion.
  - p. The Instructor shall ensure the competent and prompt completion of all other assigned duties.
7. The District shall provide no compensation to the Instructor for any services rendered pursuant to this Agreement. Compensation shall be provided by Agency in accordance with its established and standard practices, including workers' compensation insurance.
  8. The District shall provide the Instructor with orientation, an instructor's manual, course outlines, curriculum materials and any other applicable testing and grading procedures required for teaching courses under this Agreement.
  9. The Agency agrees to defend and indemnify the District, its Board of Trustees, employees and agents for any claims, actions or lawsuits which may arise out of the subject matter of this Agreement, including those which may arise from times when the Instructor is actually performing on behalf of the District the responsibilities and duties listed in this Agreement at the workplace assigned by the District.

10. This Agreement may be terminated at anytime by the District within the sole and exclusive discretion of the District upon written notice to Agency and the Instructor. This Agreement may be terminated upon thirty (30) days prior written notice to the District by either Agency or Instructor within either's sole and exclusive discretion.
11. Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. mail, certified, postage prepaid to the addresses first listed above.

In WITNESS WHEREOF, the parties have executed this Agreement on the date first listed above.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Title)  
Los Angeles Community College District

\_\_\_\_\_  
Instructor: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_